

Request for City Council for the City of Ingleside, Texas

Subject: Request for Field usage at Live Oak Park

Submitted By: Gina DeLeon

Date Submitted: 12/08/2014

For The Agenda Of: December 16, 2014

Attachment: City of Ingleside and the Ingleside Pony League Contract

Summary Statement: The Ingleside Pony League is requesting the use of the baseball fields at Live Oak Park Baseball Fields for their season that will start from January 2015 through December 2015. They would like to renew their contract for this season.

Recommended Action: Staff recommends that the Council proceed with its prior actions and grant the usage of the fields.

THE CITY OF INGLESIDE
And
INGLESIDE PONY LEAGUE

AMENDED FACILITY USE AGREEMENT

The City grants to the Ingleside Pony League the use of city facilities described as the baseball field located at Live Oak Park for the following periods:
January 1, 2015 through December 31, 2015.

The League shall have exclusive use of said facilities during dates shown above. The League will in no way restrict public access to the park or to the fields, nor charge a fee for public viewing of games with the exception of tournaments.

The League will be responsible for the care and maintenance of the field during the season. Any desired field alterations (baselines, pitcher's mound, and home plate), repairs or improvement beyond the normal routine maintenance and upkeep must have prior written approval from the City Parks and Recreation Supervisor, and will be accomplished in accordance with all ordinances and codes. Improvements made will become City property, unless otherwise agreed to in writing. No improvements may be removed without prior written approval from the Parks and Recreation Supervisor. Examples of improvements include, but shall not be limited to the following: lights, light poles, light fixtures, scoreboards and associated control boxes, bleachers and fencing.

The City agrees, at City expense, to provide adequate restroom facilities for the League use. The City will provide restroom, lighting and gate facility keys to the League, and the League agrees to lock the facilities at the close of each day's games. Keys must be returned within 7 days of the end of the contract. All League equipment, excluding improvements purchased by the League or any other donation(s) to city facilities, is required to be removed within 7 days of the end of the contract.

The League agrees to clear the fields, restrooms, and bleachers of trash and equipment following each game. Trash will be placed in trash cans which will be provided by the City.

The League agrees to carry liability insurance in the amounts of \$100,000.00 (one hundred thousand) per person and \$100,000.00 (one hundred thousand) per occurrence naming the City as additional insured and insuring the League against liabilities and claims occurring during the term of this agreement and related to the use, occupancy, possession, maintenance or repair of the facilities by the League and or by Pony League Auxiliary and agrees to provide City with proof of such insurance coverage at any time requested.

This agreement constitutes the entire agreement between the City of Ingleside and the League. The League releases and agrees to indemnify and hold harmless the City of Ingleside, its employees, officers and agents from any and all liability for any claim or claims as a result of the use of a City owned facility.

The League must maintain its charter with Pony League Association. It must maintain its financial viability and must keep and maintain accurate, current financial records in accordance with sound accounting and financial management practices and must, on request of the City, make available to the City for inspection and copying all such records.

CITY OF INGLESIDE, TEXAS

Pete Perkins, Mayor

ATTEST:

Kimberly Drysdale, City Secretary

Ingleside Pony League,
President
P.O. Box 1905
Ingleside, Texas 78362

By: _____

Ingleside Pony League
Vice President
P.O. Box 1905
Ingleside, Texas 78362

By: _____